

IN THE DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

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WILLIAM WOLFE,

Plaintiff,

v.

AMERICAN SECURITY INSURANCE
COMPANY and ASSURANT SPECIALTY
PROPERTY,

Defendants.

Case No.

CY-2013-89

PETITION

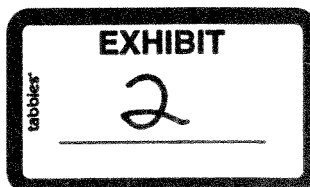
COME NOW, Plaintiff, William Wolfe, by and through his attorneys, Goolsby, Proctor, Heefner & Gibbs, P.C., and for his cause of action against Defendants, American Security Insurance Company and Assurant Specialty Property, (hereinafter "Defendants"), and allege and state as follows:

PARTIES

1. Plaintiff, William Wolfe, is a citizen and resident of Pittsburg County, Oklahoma.
2. Defendant, American Security Insurance Company, is a Georgia company doing business in Pittsburg County, State of Oklahoma.
3. Defendant, Assurant Specialty Property, is a Georgia company doing business in Pittsburg County, State of Oklahoma.

JURISDICTION AND VENUE

3. The amount in controversy exceeds Seventy-five Thousand Dollars (\$75,000), exclusive of interest and costs.
4. Venue in this Court is proper because the Defendant does business in Pittsburg County and the home at issue in this case is located in Pittsburg County, Oklahoma.



5. This action was originally filed February 21, 2012, as CJ-2012-41 in Pittsburg County District Court. Thereafter, the matter was Dismissed without Prejudice on April 2, 2012. Pursuant to 12 O.S. 100, this filing is timely.

COUNT ONE—BREACH OF CONTRACT

COMES NOW Plaintiff and for his First Cause of Action against Defendants, American Security Insurance Company and Assurant Specialty Property, (hereinafter “Defendants”) for breach of contract, would allege and state as follows:

6. On or about February 21, 2010, a windstorm and/or tornado occurred at a home owned by Plaintiff, located at HC 67 Box 17, Canadian, Pittsburg County, Oklahoma.

7. At the time of the windstorm and/or tornado, Plaintiff’s property was insured through Defendant, American Security Insurance Company, Policy No. CHH 021995400.

8. After the windstorm and/or tornado occurred, Plaintiff made a claim for damage to his home and personal property as well as additional living expense.

9. Defendants, American Security Insurance Company and Assurant Specialty Property, have breached their contract with Plaintiff refusing to pay the full amount due to Plaintiff.

10. Plaintiff has performed all conditions precedent to recover under the insurance policy and have not excused Defendants’ breach.

11. As a result of Defendants’ breach of contract, Plaintiff has sustained damages exceeding the sum of seventy-five thousand dollars (\$75,000).

WHEREFORE, Plaintiff demands judgment against Defendants on Plaintiff’s First Cause of Action for Breach of Contract in excess of seventy-five thousand dollars (\$75,000), including costs of this action, attorney’s fees, lost rents, income and/or revenues, punitive damages, interest

at a rate allowed by law, injunctive relief, and such other and further relief as the Court may deem just and proper.

COUNT TWO—BAD FAITH

COMES NOW Plaintiff and for his Second Cause of Action against Defendants, American Security Insurance Company and Assurant Specialty Property, would re-allege and restate each and every material allegation in Count One of this Petition and would further allege and state as follows:

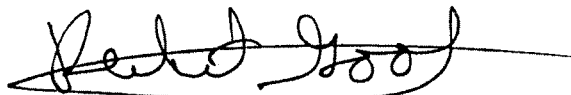
12. Defendants refusal to pay Plaintiff's claim was unreasonable under the circumstances, and Defendants thereby violated its duty of good faith and fair dealing with Plaintiff.

13. As a result of Defendants conduct Plaintiff has suffered damages in an amount to be determined by a jury, but in excess of \$75,000.

14. Defendants acted intentionally, outrageously, and/or in reckless disregard for its obligations to the rights of the Plaintiff.

15. Defendants are liable for punitive damages in an amount to be determined by a jury, but in excess of \$75,000.

WHEREFORE, Plaintiff demands judgment against Defendants on Plaintiff's Second Cause of Action for Bad Faith in excess of seventy-five thousand dollars (\$75,000), including costs of this action, attorney's fees, punitive damages, interest at a rate allowed by law, and such other and further relief as the Court may deem just and proper.

A handwritten signature in black ink, appearing to read "Robert Todd Goolsby", is written over a horizontal line.

Robert Todd Goolsby, OBA # 12676
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Attorneys for Plaintiffs

**JURY TRIAL DEMANDED
ATTORNEY LIEN CLAIMED**